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#### **Contract Database Metadata Elements**

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WC / 5184

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**HAMBURG CENTRAL SCHOOL DISTRICT**

**AND**

**TEAMSTERS LOCAL #264**

**EFFECTIVE**

**JULY 1, 2004 TO JUNE 30, 2009**

**RECEIVED**

JAN 23 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **ARTICLE 1**

### **AGREEMENT**

**SECTION 1.1:** Any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has taken such action.

## **ARTICLE 2**

### **STATEMENT OF PURPOSES**

**SECTION 2.1:** It shall be the policy of the Hamburg Central School District in the purpose of this agreement to promote harmonious and cooperative relationships between said employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operation and functions. This agreement is made between the Hamburg Central School District, hereinafter referred to as the "Employer" and Teamsters Local #264, hereinafter referred to as the "Union".

**WHEREAS,** it is the intent and purpose of the parties hereto to set forth the basic agreement governing wages, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

**NOW THEREFORE,** it is mutually agreed as follows:

## **ARTICLE 3**

### **RECOGNITION**

**SECTION 3.1:** The Hamburg Central School District recognizes that a community of interest exists among the following full-time employees seeking recognition as Teamsters Local #264: Account Clerk Typist, Senior Account Clerk, Clerk Typists, Senior Clerk Typists, Principal Clerk Typists, Payroll Clerk, and excluding personnel in positions designed as confidential. Be it therefore resolved that Teamsters Local #264, is hereby recognized by the Hamburg Central School District, Erie County, State of New York, as the exclusive and unchallenged representative of the regularly appointed employees listed in the first of the above whereas clauses.

**SECTION 3.2:** The Union affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in any such strike.

## **ARTICLE 4**

### **DEFINITION**

**SECTION 4.1:** Full-Time Employees – For purposes of this agreement, the term “full-time employee” will mean and refer to an employee who is regularly scheduled to work a minimum of thirty-seven and one-half hours per week and shall be entitled to full benefits unless as otherwise stated herein.

**SECTION 4.2:** Part-Time Employees – For purposes of this agreement, the term “part-time employee” will mean and refer to an employee who works between 20 hours and 37 hours in the competitive class per week and shall be entitled to benefits on a pro-rata basis.

## **ARTICLE 5**

### **DUES AND CHECK OFF AUTHORIZATION**

**SECTION 5.1:** An employee desiring to become a member of the Union may execute a written authorization. Upon receipt of the authorization from the employee, the Employer shall, pursuant to the authorization, deduct dues from the wages of the employee each pay period.

**SECTION 5.2:** The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

**TEAMSTERS LOCAL #264  
35 TYROL DRIVE  
CHEEKTOWAGA, NY 14227**

**SECTION 5.3:** The Union shall certify to the Employer, in writing, the current rate of membership dues and give the Employer thirty (30) days notice to the effective date of any changes.

**SECTION 5.4:** Agency Shop – Fee deductions of an equal amount to union membership dues, shall be continued for the term of this agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 5.2 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

**SECTION 5.5:** If through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this section of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages.

**SECTION 5.6:** The Employer shall supply to the Union at the address listed in Section 5.2 above, a list of all current employees in the bargaining unit showing the employee's full name, address, job title and first date of seniority, and (upon consent of the individual employee) the employee's social security number. Such information shall hereafter be provided to the above if any changes occur.

## **ARTICLE 6** **PRINCIPLES**

**SECTION 6.1:** Scope of Agreement: The agreement shall supersede any rules, regulations, or practices of the employer which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the Employer with respect to all matters not specifically covered in this agreement shall remain the rights and prerogatives of the Employer.

**SECTION 6.2:** Management Rights: The Union recognizes that the Board of Education of Hamburg Central School District is the legally elected governing body responsible for the determining of policies covering all aspects of the Hamburg Central School District. The Board of Education must operate in accordance with all statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board of Education cannot reduce, negotiate or delegate its legal responsibilities. Anything which is not specifically covered in this agreement remains the exclusive right of the Employer.

**SECTION 6.3:** Individual Rights:

- a) The legal rights inherent in the ruling and regulations of the Civil Service Commission affecting employees are in no way abridged by this agreement.
- b) Employees shall have the right to form, join and participate in, or to refrain from forming, joining, or participating in, any employee organization of their own choosing.

## **ARTICLE 7** **PERSONNEL FILES**

**SECTION 7.1:** All employee files shall be maintained under the following circumstances:

- a) The employee, upon request to the appropriate administrator, shall have the right to review the contents of his/her file (maintained by the personnel office or his/her immediate supervisor), except pre-employment references, during normal office hours.



- b) Upon written request to the appropriate administrator, single copies of material from his/her file, with the exception of pre-employment references, shall be made available to the employee. A copy of the request shall be placed in the file attached to the item requested.
- c) The employee shall have the right to respond, in writing, to any material to be filed, except pre-employment references, which serves to evaluate the performance or service of said employee. Such signature does not necessarily indicate agreement with the content.

## **ARTICLE 8**

### **ACCESS TO EMPLOYEES**

**SECTION 8.1:** Each contract year, the Employer will furnish the Union a list of new employees in the unit. Such list of new employees shall contain the name, address, position and salary.

## **ARTICLE 9**

### **UNION BUSINESS**

**SECTION 9.1:** Properly designated Union stewards shall request permission from the Employer for a reasonable amount of time off the job to conduct Union business such as: process grievances, disciplinary meeting, PERB and arbitration each without loss of pay. Such time will be granted provided it does not interfere with the normal operation of the Employer.

## **ARTICLE 10**

### **BULLETIN BOARDS**

**SECTION 10.1:** The Employer agrees to provide suitable space for the Union bulletin board in the agreed areas. The Union will provide the bulletin boards and the Employer agrees to install them. Posting by the Union on such board is to be confined to official business of the Union.

## **ARTICLE 11**

### **WORK WEEK / OVERTIME**

**SECTION 11.1:** The normal work week for full-time employees shall be 37.5 hours.

**SECTION 11.2:** Extra work authorized by the Chief School Officer or his/her designee and performed by full-time employees (beyond 40 hours in any week) shall be compensated by time and a half. When an extra assignment is offered an employee, that is those hours in excess of forty (40) hours per week, it shall be distributed and rotated as equally as is practical among employees within each classification in each building or office where the work is to be performed.

**SECTION 11.3:** Employees shall receive a lunch period of either thirty (30) or forty-five (45) minutes without pay. The amount of time shall be determined by the Employer.

**SECTION 11.4:** Recess days shall be granted to all employees within the unit except those employees who work within the accounting office, payroll office and in the title of Principal Clerk Typist. Principal Clerk Typist shall have the option to take recess days upon the approval of the Assistant Superintendent and their supervisor. The notification shall be presented prior to July 1<sup>st</sup> on an annual basis. Any other employee desiring to work recess days shall notify the Assistant Superintendent, in writing, five (5) days prior to the beginning of the recess period. An employee working recess days shall be paid their regular rate of pay. The number of recess days each year shall be determined by the school calendar.

**SECTION 11.5:** Upon approval of the employee's calendar, the Assistant Superintendent will officially notify the number of hours to be worked by each employee classification to the Union.

## **ARTICLE 12**

### **HOLIDAYS**

**SECTION 12.1:** All full-time employees shall be entitled to the following holidays when they fall within the employee's span of work weeks:

New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

Plus three (3) other days to be observed as a paid holiday each year. These days will be designated by the Employer, but the employees shall be given notice of the days on or before June 30 for the year commencing July 1. Employees entitled to the above holidays will receive holiday pay provided:

- a. the employee actually works the scheduled day before the holiday and the scheduled day after the holiday, or,
- b. the employee is utilizing authorized paid leave on those days.

**SECTION 12.2:** When a holiday falls on Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

**SECTION 12.3:** Should it become necessary for an employee to work on a holiday to meet specific job requirements, authorized by their immediate supervisor and approved by the Assistant Superintendent, said employee shall be compensated at their regular overtime rate.

### **ARTICLE 13** **EMERGENCY CLOSING**

**SECTION 13.1:** In the event of an emergency closing the Employer agrees to make every effort to contact the employees as soon as possible before starting time either by radio, television or telephone. It is understood that if such closing is necessary either District wide or on an individual building-by-building basis the effected employees shall be entitled to a days pay.

**SECTION 13.2:** In the event of a school closing due to weather conditions or extraordinary situations, and an employee's job demands their presence as authorized by the Supervisor and/or Assistant Superintendent, the employee will be compensated at their regular overtime rate.

### **ARTICLE 14** **SICK LEAVE**

**SECTION 14.1:** Following appointment to the staff as a full-time employee, sick leave at full salary shall be granted to the employee pursuant to the following schedule:

- a) Upon employment, an employee after thirty (30) calendar days shall receive sick leave prorated to June 30<sup>th</sup>.

- b) Every year thereafter each ten-month employee will receive fifteen (15) days of sick leave and twelve-month employees will receive seventeen (17) days of sick leave per year.

Sick leave may be accumulated up to a maximum of 195 days for ten-month and twelve-month employees.

- c) The Employer reserves the right to require a certificate from the school physician indicating the employee's fitness to work.
- d) An employee shall have the right to use a maximum of twelve (12) days of his/her sick leave time in any one (1) year in case of serious illness of his/her immediate family. (Immediate family is defined to include only: husband, children, parents, sister, brother and effective July 1, 2002 stepchildren.)

**SECTION 14.2: Sick Leave Bank:** Full-time employees will be eligible to participate in the sick leave bank if, on July 1 of the school year, they have:

- a) Twenty (20) or more days of accumulated sick leave, or less than twenty (20) days of accumulated leave, but have three or more years of service in the District and can establish that the failure to accumulate days was the result of a disabling injury or illness resulting in a continuous absence under the care of a physician.
- b) An employee shall have only one opportunity during his/her service with the District to become a member of the sick leave bank. Within (60) days of the ratification of this agreement, all current employees shall be given the opportunity to become a member. Employees hired subsequent to the ratification of the agreement will be eligible to join within a sixty (60) day period from their date of eligibility.

**SECTION 14.3:** The sick leave bank will be administered by the Assistant Superintendent and a union representative according to the following regulations:

- a) Each participating employee will contribute two (2) days of accumulated personal sick leave on an irrevocable basis in July of each year unless the total number of days in the bank is one hundred and seventy-five (175) or more on July 1. If there are one hundred and seventy-five (175) or more days, current members may remain in the bank without contributing days and new members may join by contributing two days of accumulated personal sick leave.
- b) An employee suffering a disabling injury or illness may apply for additional sick leave. A disabling injury or illness is one, which results in a continuous absence or the reoccurrence of a continuing condition under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted upon application of sick leave.

- c) A participant of the sick leave bank may apply for up to thirty (30) days of leave per year. The Assistant Superintendent and the designated union representative shall decide the number of days up to thirty (30) per year that any one (1) employee may be eligible to use. An additional 30 days may be used with consultation and agreement between the Assistant Superintendent and the Union. The decision shall not be open to the grievance procedure. The Employer reserves the right to require a medical certificate indicating the employee's fitness to resume work.

## **ARTICLE 15**

### **SPECIAL LEAVE**

**SECTION 15.1:** The Employer grants each full-time employee two (2) days of special leave, not cumulative, with pay. Any special leave days not used will be added to the employee's sick leave time the following year provided that the maximum sick leave time may not exceed the maximum limits described in Article 14, Section 14.1(b).

Effective July 1, 2003 a full-time ten-month employee shall receive 2.5 special leave days per year (other than full-time pro-rated per year).

**SECTION 15.2:** It is understood that should special leave be requested for the one or two days immediately preceding or following a holiday, vacation, recess period, or during September 1-15 or June 1-30, such leave must have the prior approval of the Assistant Superintendent and be for one of the following reasons:

1. **Funerals for Other Than Immediate Family**

Interpretation: To enable an employee to attend/assist in the funeral arrangements of a person other than a member of the immediate family.

2. **Obligation to Appear in Court, such as:**

- a) Liability Case
- b) Property Settlement
- c) Important Family Situation

Interpretation: To enable an employee to appear before a judicial body at a specific time as required.

3. **Transportation Failure**

Interpretation: Emergency, vehicular failure caused by weather conditions or mechanical trouble, which prevent the employee from appearing on the job. Problems involving transportation arrangements or availability are not considered a transportation failure.

4. Special Situations, Approved by the Assistant Superintendent

Interpretation: To enable an employee to attend a graduation or wedding of the employee or an immediate family member (immediate family member is defined to include only: parents, sister, brother, wife, husband, child, grandparents, grandchildren, or in-laws), to attend to health emergencies in the immediate family, or to enable an employee to participate in an activity which in the judgement of the Assistant Superintendent and Chief School Officer will be beneficial to the Hamburg Central School District.

In the event that serious interruption of work will result as a consequence of a large number of employees taking leave on any one day, the Employer reserves the right for this reason to deny a request.

**SECTION 15.3:** A half special leave day (3 hours, 45 minutes) may be used with prior approval of the supervisor.

**ARTICLE 16**  
**ACCIDENTAL LEAVE**

**SECTION 16.1:** Absence due to injury as a result of conditions during the proper performance of duty and verified by the school physician shall not be charged against the employee's accumulated sick leave. The Employer shall pay to such employee the difference between his/her salary and benefits received under the New York State Workers' Compensation Act. In no instance shall the employee continue full salary beyond expiration of ten (10) months during which he/she would be eligible to receive salary.

**SECTION 16.2:** An employee injured as a result of conditions during the performance of duty for any employer other than the Hamburg Central School District shall not be eligible for benefits under this section.

**ARTICLE 17**  
**BEREAVEMENT LEAVE**

**SECTION 17.1:** In cases of death in the immediate family of a regular employee (immediate family is defined to include only: wife, husband, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepbrother, stepsister and stepchildren), bereavement leave will be granted for the first seven (7) calendar days following the death in the immediate family.

**ARTICLE 18**  
**JURY DUTY**

**SECTION 18.1:** Any employee who has been called to jury duty shall notify his/her immediate supervisor immediately.

**SECTION 18.2:** An employee excused from jury duty shall report to work.

**SECTION 18.3:** The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such service.

**SECTION 18.4:** Such employee serving on jury duty will receive his/her regular salary during this period.

**SECTION 18.5:** The payment received from the court, less traveling expense, shall be turned over to the District.

**ARTICLE 19**  
**MATERNITY / CHILD CARE LEAVE**

**SECTION 19.1:** An employee shall be entitled to a child care leave of absence without pay or benefits for a period up to twelve (12) months. An employee shall notify the Assistant Superintendent in writing sixty (60) days in advance and request an appointment to discuss his/her leave. An employee desiring to be reinstated following the child care leave shall submit a letter of intent to the Assistant Superintendent two (2) months prior to the date the leave expires.

**SECTION 19.2:** A child care leave may be terminated by mutual consent of the Employer and employee in extenuating circumstances, such as miscarriage or non-survival of the child.

**SECTION 19.3:** If an employee adopts a child, the employee may take a leave without pay or benefits (timing to be the same as above).

**ARTICLE 20**  
**INDIVIDUAL LEAVE OF ABSENCE**

**SECTION 20.1:** An employee may request an individual leave of absence without pay and/or benefits for a special purpose. An employee desiring such a leave shall file a written statement of his/her needs with the Chief School Officer who shall make his/her recommendation to the Board for their action.

## **ARTICLE 21**

### **PART-DAY ABSENCES**

**SECTION 21.1:** It is understood by the Employer and the Union that there are valid approvable circumstances that may cause the employee to be absent from work for a portion of the day.

**SECTION 21.2: Absences Covered by a Leave Policy:**

1. Less than one-half of the day, extenuating circumstances shall be considered and no charged absence will be made if so recommended by the immediate supervisor and Personnel Office.
2. One-half or more of the day, a full day's absence shall be charged to the appropriate leave policy.

**SECTION 21.3: Absences Not Covered by any Leave Policy:**

Any employee absent for any portion of the day will be charged with a full day's absence and a full day's salary will be deducted.

## **ARTICLE 22**

### **VACATIONS**

**SECTION 22.1:** All full-time twelve (12) month employees shall be entitled to receive the following vacations (this will include any ten month employee changing to a twelve month employee).

- After completion of one (1) year – 10 days
- After completion of five (5) years – 15 days
- After completion of ten (10) years – 20 days
- After completion of fifteen (15) years – 25 days

**SECTION 22.2:** An employee whose employment commenced July 1 to December 31 would be considered as having one (1) complete year of service on the following June 30. An employee whose employment commenced January 1 to June 30, inclusive, would not be considered as having a complete year of service on June 30 of that calendar year. That employee's complete year of service would be on July 1 and shall receive vacation days on a prorated basis.



**SECTION 22.3:** Vacation days may be taken at any time during the year after they have been earned provided they are scheduled and approved by the immediate supervisor. Employees desiring to take vacation time in increments of five (5) consecutive days or more must provide notice to the immediate supervisor at least a minimum of five (5) working days prior to the start of such vacation. Once vacations are scheduled and approved, they may not be changed except by mutual agreement between the Employer and the employee.

**SECTION 22.4:** Any employee having two (2) or more years of service may accumulate vacation time to a maximum of thirty (30) days, with a maximum of ten (10) consecutive days to be taken at any one time. Due to extenuating circumstance(s), upon approval of the Assistant Superintendent and the immediate supervisor, an employee may carry over up to an additional fifteen (15) vacation days for a total of forty-five (45) days.

**SECTION 22.5:** An employee leaving the District shall be paid one (1) day's pay for each unused vacation day.

## **ARTICLE 23**

### **HEALTH BENEFITS**

**SECTION 23.1:** Effective January 1, 2002, the District will contribute 83% of the lowest HMO the first year, 84% of the lowest HMO in 2002-03; and 84.6% of the lowest HMO in 2003-04. The District's contribution will be based on the lowest HMO rate offered by the District. The HMOs are Independent Health (Encompass B, Encompass C), Community Blue, and Univera Health Care.

#### **Independent Health:**

**Encompass B:** \$7.00 Generic, \$15.00 Brand, \$30.00 Non-Preferred and Non-Formulary Co-pay; vision medical \$10.00 co-pay.

**Encompass C:** \$7.00 Generic, \$15.00 Brand, \$30.00 Non-Preferred and Non-Formulary Co-pay; vision medical \$15.00 co-pay.

Both dependent coverage to age 25, if student; both \$100 fund for outpatient X-ray, outpatient surgery, emergency room.

**Community Blue:** \$7.00/\$15.00 co-pay; employee pays 100% of Non-Formulary; vision medical \$10.00 co-pay.

**Univera Health Care:** \$7.00 co-pay for first tier drugs, \$15.00 co-pay for second tier drugs, \$35.00 co-pay for third tier drugs, dependent coverage to age 25, if student, vision medical \$10.00 co-pay, \$50.00 fund for outpatient X-ray, outpatient surgery, emergency room, \$250.00 hospital funded by district.

**Blue Cross:** \$7.00 co-pay, Major Medical: \$50.00 single, \$100.00 family, dependent coverage to age 23.

**SECTION 23.2: Reimbursement:** An employee, who participates in the Independent health or Univera Health Plan, will be reimbursed for an outpatient X-ray, outpatient surgical, emergency room, and Health Care (a preferred hospital payment of \$250); the employee must present written proof to the personnel office of each payment. Written proof of such payment may be submitted twice a year, January 1 and July 1 of each year for the preceding six months. No reimbursement will be made for written proof submitted more than sixty calendar days after the expiration of the district's fiscal year in which the employee made the payment.

**SECTION 23.3: New Hires:** Employees may choose any HMO health insurance plan offered by the district.

**SECTION 23.4: Dental:** The Employer agrees to provide the Blue Cross Dental Basic, single or family plan, at 75% of the total cost, if available. The Employer agrees to provide Dental Basic with Riders A, B, C, D single or family plan at 75% of the total cost, if available.

**SECTION 23.5: Part-Time Employees:** For part-time employees, the Employer will contribute a percentage of the cost of the selected health plan. The percentage of the Employer's contribution will be determined by the employee's percentage of employment.

**SECTION 23.6: Overlapping Types of Medical Insurance:** No overlapping types of medical insurance shall be permitted. The employee must choose between coverage provided under this contract and the coverage available through a spouse.

**SECTION 23.7: Employee on Leave:** In the event that an employee is on an unpaid leave, the Employer shall remove him/her from all health benefits on the first day of the month which follows the thirty (30) days of absence. However, if the unpaid leave is for personal illness, the Employer shall remove him/her from all health benefits on the first day of the month, which follows the sixty (60) days of absence. After ten years of service, the sixty (60) days will become ninety (90) days.

After the above has been completed an employee who is on leave may continue to be covered by the Employer's selected health plan for up to one (1) year by paying the monthly premium to the Employer. The employee will pay \$1.00 for each billing.

**SECTION 23.8: Child Care Leave Because of Pregnancy Disability:** An employee who opts for a child care leave because of a pregnancy disability shall have her insurance continued for three (3) months.

**SECTION 23.9: Retirement:** If requested upon retirement, the Employer would continue to enroll the employee in the District's health plan. The employee will assume the full cost of the coverage, plus a 2% charge, and reimburse the district. When 110 employees are enrolled, the charge will be 2.5%; 150 employees, 2.75%; 200 employees, 3%.

**ARTICLE 24**  
**RETIREMENT BENEFIT**

**SECTION 24.1:** The Employer will provide the Improved Non-Contributing Plan. The Employer will provide the new Career Plan (Section 75-l) of the New York State Employees' Retirement System for Tier I and Tier II members.

**SECTION 24.2:** Upon retirement as an employee of the District the Board of Education may increase the last year's salary of a Tier I, Tier II, Tier III or Tier IV member if the following conditions have been met:

- a) A written notification to the personnel office twelve (12) months prior to the date of retirement.
- b) The employee has completed ten (10) years of continuous full-time service as an office employee in the District.
- c) The salary increase will be determined by the average salary for the last thirty-six (36) months times (X) .012 times (X) the number of years equals (=) the retirement benefit.

**SECTION 24.3: Unused Sick Leave** – The Employer will provide Section 41J of the New York State Employees Retirement System which is the application of unused sick leave as additional service credit upon retirement.

**ARTICLE 25**  
**DISCIPLINE**

**SECTION 25.1:** Parties agree that the provision of Section 75 of the Civil Service Law of the State of New York shall be made applicable to all members of the bargaining unit herein.

**SECTION 25.2:** That the hearing held pursuant to Section 75 shall be held before a hearing officer whose name appears on a permanent panel thereof. The panel shall consist of six (6) named individuals whose inclusions thereon shall be mutually agreed to by the parties thereto. Matters shall be referred to the panel on a rotating basis.

**SECTION 25.3:** Hearing Officer listing:

Howard Foster  
Dennis Campagna  
James Atleson  
Stuart Pohl  
Robert Rabin  
Randy Ray

## **ARTICLE 26**

### **GRIEVANCE PROCEDURE**

**SECTION 26.1:**     **Definition** - A grievance is a claim by an employee that there has been, as to him/her, a violation, misinterpretation or inequitable application of any of the provisions of this agreement.

**Step 1:**

An employee will first take the matter up informally or verbally with his/her immediate supervisor no later than five (5) days after the alleged grievance first occurred or the grievant became first aware of the reason for the grievance.

**Step 2:**

If the grievance is not satisfactorily resolved in Step 1, the grievant shall present the grievance in writing to his/her immediate supervisor, within three (3) school days after the informal conference. The immediate supervisor shall render a decision in writing within three (3) school days and present the written decision to the grievant.

**Step 3:**

If the grievance is not satisfactorily resolved in Step 2, the grievant may file an appeal in writing to the Chief School Officer or his/her designee within five (5) days after receiving the decision in Step 2. The Chief School Officer, or his/her designee, shall have five (5) days after receiving the grievance to provide an answer to the grievance.

**Step 4:**

If the grievant feels that the determination in Step 3 is not satisfactory, he/she may submit the grievance in writing within five (5) days of receiving the Step 3 decision to the Board of Education. The Board of Education shall hold a hearing at its next regularly scheduled meeting and shall render its decision within five (5) days of the hearing.

**Step 5:**

If the grievance is not resolved by the Board of Education at the next regular meeting or within ten (10) days thereafter, the Union or the Superintendent of Schools may request arbitration within fifteen (15) days. The arbitrator shall be chosen on a rotating basis from the mutually agreed upon list below and the arbitration governed by the rules and procedures of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties. The arbitrator is not to modify, enlarge, or restrict the provisions of this agreement. The arbitrator does not extend to matters which are not covered in this contract. The decision of the arbitrator shall be binding on both parties.

Arbitrator listing:

Dennis Campagna  
Stuart Pohl  
Randy Ray

**SECTION 26.2:**     Both the Employer and the employee have the right to legal counsel and/or a representative of the Union at each stage of the grievance procedure.



## **ARTICLE 28**

### **JOB VACANCIES**

**SECTION 28.1:** In the event there are any job vacancies/newly created positions, such jobs shall be posted on a bulletin board in locations accessible to all employees. Such posting shall include title, ten (10) or twelve (12) month position, and the building/office location.

**SECTION 28.2:** If a person wishes to transfer to a similar position (job vacancy), a request must come from the employee in the form of a letter to the Assistant Superintendent with a copy sent to the immediate supervisor. Filling of job vacancies shall be governed by seniority when equal ability and performance of duty have been demonstrated.

**SECTION 28.3:** Promotions to positions within the bargaining unit shall be made by appointment from the top three (3) persons on the eligible list on the basis of their ability. When there is no existing Civil Service list for the higher position to be filled, the selection of an employee to perform such service in such higher position shall be made on the basis of qualification and ability. For any promotion, the employee will proceed to the step of the salary schedule for the new title, which gives the employee a raise.

## **ARTICLE 29**

### **OUT-OF-TITLE ASSIGNMENT**

**SECTION 29.1:** Employees who are temporarily assigned to the duties of a higher classified employee when the latter is on a leave shall proceed to the step of the salary schedule for the higher classification, which gives the employees a raise. The amount will be no less than \$ .15/hour.

## **ARTICLE 30**

### **PROFESSIONAL DEVELOPMENT**

**SECTION 30.1:** The Employer will pay registration/conference fees for an employee attending a conference, providing that such attendance is approved in advance by the Employer.

**SECTION 30.2:** The Employer will pay full tuition toward extension courses provided by BOCES, Hamburg Continuing Education and Southtown Teacher's Center and a maximum of \$125.00 per person, effective July 1, 2001 for any other extension course approved by the Chief School Officer. If the employee is absent for more than 20% of the time, for reasons other than excused illness, the employee will reimburse the Employer for the cost of the extension course.

**SECTION 30.3:** The Employer will cover basic expenses (registration fee and lunch) for those employees who attend the Western New York School Study Council Workshop for school office personnel.

## **ARTICLE 31**

### **MISCELLANEOUS**

**SECTION 31.1: Travel Allowance** – The Employer will reimburse an employee at the rate of thirty-one (\$ .31) cents per mile for use of his/her personal automobile on travel authorized by the Employer. If the rate is increased, such increase will apply to the office employees.

**SECTION 31.2: Paychecks** - A ten-month employee shall have the option of either 22 or 26 paychecks.

**SECTION 31.3: Information Request** – The District and the Union shall make available to each other upon reasonable request any and all relevant documents, communications and records concerning matters under negotiation. Copies requested will be furnished at the District's current rate in effect.

**SECTION 31.4: Benefit Accounts Accruals** – An accounting of accumulated sick leave and vacation days will be given to each employee at the beginning of each year. Each employee will also receive a statement of salary and fringe benefits.

**SECTION 31.5: Copies of Agreement/District Mail Service**

- a) The Union and the Employer will share the cost of producing the agreement. The Employer will make available to all employees in the bargaining unit and those entering thereafter within a reasonable period of time following the execution thereof, a copy of this agreement.
- b) The Union shall be able to use the district mail service, however, that said use shall not interfere with the communication between the Board of Education and/or the administration and employees.

**SECTION 31.6: Health Requirements** - The Employer has the legal authority to establish health standards for its employees. In setting such standards, however, the Employer will assume the cost of required medical examinations.

## **ARTICLE 32**

### **SALARY / LONGEVITY**

**SECTION 32.1:** For an employee serving less than 12 months per year the salary shall be prorated on a daily basis.

**SECTION 32.2:** An employee changing from one title to another prior to July 1, 2007 will proceed to the step of the schedule for the new title, which gives the employee a raise. The amount will be no less than \$ .15/hour.

**SECTION 32.3:** An employee whose employment commenced July 1 to December 31 would be considered as having one (1) complete year of service on the following June 30. An employee whose employment commenced January 1 to June 30, inclusive, would not be considered as having a complete year of service on June 30 of that calendar year. The employee's complete year of service would be on July 1.

**SECTION 32.4:** Longevity shall be accumulative.

**SECTION 32.5:** When unusual circumstances arise – such as an office being without an administrator or office employee for a period more than 10 work days due to a vacancy or long-term illness, etc – a stipend of 15% of the employee's hourly wage will be awarded to the employee who has been authorized by the Assistant Superintendent, or immediate supervisor and approved by the Assistant Superintendent, to do added responsibilities until the vacancy is filled. This stipend will be retroactive to the first day of the vacancy. When there are two or more secretaries in the office, the stipend will be divided. The above procedure will apply only to offices where there is one supervisor.

**SECTION 32.6: Appendix A**

Salary schedule from July 1, 2004 to June 30, 2005 for titles covered by this agreement. Effective July 1, 2004, unit members who are "off schedule" in 2004-2005 shall receive an increase of 2.5% over their 2003-2004 total hourly rate (total hourly rate includes any longevity increases already received as of June 30, 2004).

**SECTION 32.7: Appendix B**

Salary schedule from July 1, 2005 to June 30, 2006 for titles covered by this agreement. Effective July 1, 2005, unit members who are "off schedule" in 2005-2006 shall receive an increase of 2.5% over their 2004-2005 total hourly rate (total hourly rate includes any longevity increases already received as of June 30, 2005).

**SECTION 32.8: Appendix C**

Salary schedule from July 1, 2006 to June 30, 2007 for titles covered by this agreement. Effective July 1, 2006, unit members who are "off schedule" in 2006-2007 shall receive an increase of 2.0% over their 2005-2006 total hourly rate (total hourly rate includes any longevity increases already received as of June 30, 2006).

**SECTION 32.9:** Effective July 1, 2007, all unit members receive a 3.9% increase over their 2006-2007 total hourly rate (total hourly rate includes any longevity increases already received as of June 30, 2007).

**SECTION 32.10:** Effective July 1, 2008, all unit members receive a 3.9% increase over their 2007-2008 hourly rate.



**SECTION 32.11: Stipends** – The employer shall pay a stipend for the following positions:

1. The office employee who keeps the records for the High School graduation activities and the activity accounts, effective July 1, 2002 the stipend will be \$2,100, and effective July 1, 2003 the stipend will be \$2,150.
2. The office employee who administers the retirement health insurance accounts for the district, effective July 1, 2002 the stipend will be \$2,100, and effective July 1, 2003 the stipend will be \$2,150.

### **ARTICLE 33** **ANNUNITIES**

**SECTION 33.1:** The Employer agrees to purchase from Prudential, Aetna and Metropolitan Life Insurance Companies annuities in accordance with the Provisions of Section 403 (b) of the Internal Revenue Code of 1954, as amended. The Employer does not assume and disclaims all legal responsibilities to the employee that the premiums paid for the annuities so purchased, or any part thereof, shall be excluded from the gross income of the employee.

### **ARTICLE 34** **CONFORMITY TO LAW**

**SECTION 34.1:** If any provision of this agreement is or shall at any time be contrary to state and/or federal law, then such provision shall not be applicable or performed or enforced. The Employer and the Union would negotiate a substitute for, which is declared illegal.

### **ARTICLE 35** **TOTALITY OF AGREEMENT**

**SECTION 35.1:** This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations.

### **ARTICLE 36** **DURATION AND TERMINATION**

**SECTION 36.1:** This agreement shall be effective as of the first day of July 2004 and shall continue in full force and in effect until the 30<sup>th</sup> day of June 2009.

**SECTION 36.2:** If either party desires to terminate or modify this agreement it shall, one hundred and eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HERUNTO EXECUTED THIS AGREEMENT AS OF THE 9<sup>th</sup> DAY OF MARCH, 2005.

HAMBURG CENTRAL SCHOOL DISTRICT

*Chris Howell* 3/9/05

TEAMSTERS LOCAL #264

*Richard Zynich* BA  
3/9/05

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A  
2004-2005**

**CLERK TYPIST**

	JULY	JAN
1	\$10.10	\$10.60
2	\$10.60	\$11.00
3	\$11.00	\$11.40
4	\$11.40	\$11.80
5	\$12.10	\$12.20
6	\$13.51	\$13.51
7	\$13.51	\$13.51

**SENIOR CLERK  
TYPIST**

	JULY	JAN
1	\$ 10.55	\$11.05
2	\$ 11.05	\$11.45
3	\$11.45	\$11.80
4	\$11.90	\$12.40
5	\$12.95	\$13.05
6	\$14.64	\$14.64
7	\$14.64	\$14.64

**PRINCIPAL CLERK  
TYPIST**

	JULY	JAN
1	\$11.30	\$11.30
2	\$11.30	\$11.75
3	\$11.75	\$12.20
4	\$12.30	\$12.80
5	\$13.35	\$13.45
6	\$15.25	\$15.25
7	\$15.25	\$15.25

**ACCOUNT CLERK  
TYPIST**

	JULY	JAN
1	\$11.80	\$12.30
2	\$12.20	\$12.70
3	\$12.70	\$13.20
4	\$13.50	\$14.00
5	\$14.05	\$14.15
6	\$15.67	\$15.67
7	\$15.67	\$15.67

**SR. ACCOUNT CLERK  
PAYROLL CLERK**

	JULY	JAN
1	\$12.40	\$12.90
2	\$13.20	\$13.70
3	\$13.70	\$14.20
4	\$14.50	\$15.00
5	\$15.05	\$15.15
6	\$16.92	\$16.92
7	\$16.92	\$16.92

**Longevity:**

Completion of 7 years of service \$2.10/hr

Completion of 14 years of service \$ .53/hr

Completion of 18 years of service \$ .80/hr

**APPENDIX B  
2005-2006**

**CLERK TYPIST**

2	\$11.05
3	\$11.55
4	\$12.05
5	\$12.55
6	\$13.05

**SENIOR CLERK  
TYPIST**

2	\$11.50
3	\$12.00
4	\$12.50
5	\$13.00
6	\$13.50

**PRINCIPAL CLERK  
TYPIST**

2	\$11.75
3	\$12.25
4	\$12.75
5	\$13.25
6	\$13.75

**ACCOUNT CLERK  
TYPIST**

2	\$12.75
3	\$13.25
4	\$13.75
5	\$14.25
6	\$14.75

**SR. ACCOUNT CLERK  
PAYROLL CLERK**

2	\$13.35
3	\$13.85
4	\$14.35
5	\$14.85
6	\$15.35

**Longevity:**

**Prior to 7/1/05**

Completion of 7 years of service \$2.10/hr  
 Completion of 14 years of service \$ .53/hr  
 Completion of 18 years of service \$ .80/hr

**7/1/05 and after**

After 7 years - \$0.50

**APPENDIX C  
2006-2007**

**CLERK TYPIST**

2	\$11.05
3	\$11.55
4	\$12.05
5	\$12.55
6	\$13.55

**SENIOR CLERK  
TYPIST**

2	\$11.50
3	\$12.00
4	\$12.50
5	\$13.00
6	\$14.00

**PRINCIPAL CLERK  
TYPIST**

2	\$11.75
3	\$12.25
4	\$12.75
5	\$13.25
6	\$14.25

**ACCOUNT CLERK  
TYPIST**

2	\$12.75
3	\$13.25
4	\$13.75
5	\$14.25
6	\$15.25

**SR. ACCOUNT CLERK  
PAYROLL CLERK**

2	\$13.35
3	\$13.85
4	\$14.35
5	\$14.85
6	\$15.85

**Longevity:**

**Prior to 7/1/05**

Completion of 7 years of service \$2.10/hr  
 Completion of 14 years of service \$ .53/hr  
 Completion of 18 years of service \$ .80/hr

**7/1/05 and after**

After 7 years - \$0.50

**MEMORANDUM OF AGREEMENT  
RETIREMENT**

The Hamburg Central School District ("District"), by its Superintendent of Schools ("Superintendent") and the Teamsters Local #264 ("Union") by its Business Agent, each for good and valuable consideration, hereby agree as follows:

1. The District agrees to make a non-elective employer contribution in the amount of seven thousand five hundred dollars (\$7,500.00) paid in a single installment subject to the contribution limits as outlined in the Internal Revenue Code, Section 415(C).
2. The non-elective employer contribution (also known as severance or retirement benefit) is available to all full-time employees in the bargaining unit who meet the following requirements:
  - a. The unit member must have a minimum of ten (10) consecutive years of service as a full-time employee in the Hamburg Central School District immediately preceding the time of retirement.
  - b. The unit member must be eligible to retire pursuant to the New York State Employees' Retirement System ("ERS") with or without penalty during the period beginning July 1, 2005 and ending June 30, 2008.
  - c. The unit member must submit to the Board of Education (with a copy to the Assistant Superintendent) an irrevocable, signed, and dated letter of resignation for the purpose of retirement pursuant to the Employees' Retirement System, which specifies an effective date of retirement between the period beginning July 1, 2005 and ending June 30, 2008. This letter of resignation must be submitted at least 90 calendar days prior to the effective date of retirement.

3. Coinciding with the date of the employee's final paycheck, the non-elective employer contribution will be remitted to a qualified 403b plan of the employee's choice from those designated by the District, for the benefit of the employee.


4. In the event that the employee's severance or retirement benefit exceeds acceptable Internal Revenue Code contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

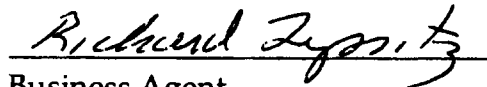
5. If there is a State incentive offered and the District is mandated or chooses to participate, the employee shall have a choice of the benefit described in paragraph 1 above *or* the State incentive; however they shall be entitled to only one incentive.

6. The provisions of this Memorandum of Agreement shall be in effect beginning July 1, 2005, shall expire as of June 30, 2008 and shall not be extended pursuant to CSL§209-a(1)(e) (the "Triborough Amendment"), until or unless a successor agreement to this Memorandum of Agreement or the collective bargaining agreement so provides.

FOR THE DISTRICT:

FOR THE TEAMSTERS  
LOCAL #264

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Business Agent

11/19/05  
\_\_\_\_\_  
Date

11/19/05  
\_\_\_\_\_  
Date

APPENDIX E

MEMORANDUM OF AGREEMENT  
HEALTH INSURANCE


COPY

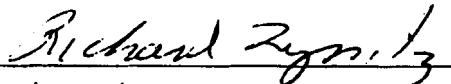
The Hamburg Central School District ("District"), by its Superintendent of Schools ("Superintendent") and the Teamsters Local #264 ("Union") by its Business Agent, each for good and valuable consideration, hereby agree as follows:

1. The Union agrees to join the District in exploring ways to lower health insurance costs in a manner which will not result in a reduction in health insurance benefits for current unit members.
2. This examination will include, but not necessarily be limited to, the possibility of joining the Erie 1 BOCES Health Benefits Trust (single provider plan).
3. The Union agrees to participate in a District-wide effort in this regard, which may include joint deliberations among District officials and representatives of the various unions that represent District employees.

FOR THE DISTRICT:

FOR THE TEAMSTERS  
LOCAL #264

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Business Agent

1/19/05  
\_\_\_\_\_  
Date

1/19/05  
\_\_\_\_\_  
Date

01-19-05

1



